UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Jon Stainbrook,	) Case No. 3:06CV2898
	)
Plaintiff,	) Judge David A. Katz
	)
v.	) **DEFENDANT LIONS GATE**
	) **ENTERTAINMENT, INC.'S**
Lions Gate Entertainment, et al.,	) **RULE 26(a)(1) INITIAL DISCLOSURES**
	)
Defendants.	)

* * *

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant Lions Gate Entertainment Inc. ("Lions Gate") submits its initial disclosures.

These disclosures are based on information reasonably available to Lions Gate at this date. Lions Gate reserves its right to supplement or modify these disclosures at any time based on continued investigation and discovery.

By making these disclosures, Lions Gate does not represent that it is identifying every document, tangible thing, or witness it may use to support its case. Rather, Lions Gate's disclosures represent a good faith effort, in accordance with Rule 26(a)(1), to identify discoverable information that Lions Gate currently reasonably believes may be used to support its defenses in response to the claims of Plaintiff's Complaint.

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These disclosures are made subject to and without waiving, but on the contrary reserving and intending to preserve, (i) all applicable privileges that would make any such information non-discoverable, including but not limited to, the attorney-client privilege and/or the attorney work product doctrine; (ii) the right to object on the grounds of competency, relevance and materiality, hearsay and/or any other applicable ground; (iii) the right to object to the use of any information disclosed, in whole or in part, for any purpose in any subsequent proceeding in this or any other action; and (iv) the right to object on any and all applicable grounds to any subsequent discovery request or other proceeding involving or relating to the subject matter of these disclosures. Lions Gate does not assume, by way of these disclosures, any burden of proof or pleading, as to any issue for which that burden properly rests with Plaintiff. By submitting these disclosures, Lions Gate does not waive any jurisdictional defenses available to it.

A. **Individuals Who May Have Discoverable Information**

Lions Gate has no responsive information.

B. **Category And Location Of Documents**

Lions Gate has no responsive documents.

C. **Damages**

Lions Gate is not claiming damages at this time.

D. **Insurance Agreements**

Lions Gate states that a certain liability policy exists which may arguably apply, if Plaintiff's claims fall within the deductible of such policy. A copy of this policy is enclosed.

/s/ Nathan A. Hall
H. Buswell Roberts, Jr. (0004747)
Nathan A. Hall (0077014)
SHUMAKER, LOOP & KENDRICK, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573
Telephone: (419) 241-9000
Facsimile: (419) 241-6894

Attorneys for Defendant
Lions Gate Entertainment, Inc.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing **Defendant Lions Gate Entertainment, Inc.'s Rule 26(a)(1) Initial Disclosures** has been served electronically and by regular U.S. mail, postage prepaid, this 28th day of February, 2007, upon Plaintiff Jon Stainbrook, *pro se,* 1758 Meadowlark Road, Toledo, Ohio 43614.

/s/ Nathan A. Hall
H. Buswell Roberts, Jr.
Nathan A. Hall
SHUMAKER, LOOP & KENDRICK, LLP

Attorneys for Defendant
Lions Gate Entertainment, Inc.

Executive Risk Indemnity Inc.
Home Office
The Prentice-Hall Corporation System, Inc
1013 Centre Road
Wilmington, DE 19805-1297

Administrative Offices/Mailing Address:
82 Hopmeadow Street
Simsbury, Connecticut 06070-7683

DECLARATIONS

MULTIMEDIA LIABILITY INSURANCE POLICY

RENEWAL OF	POLICY NUMBER
8169-3829	8169-3829

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE EXPENSES." "DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION.
NOTICE: THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS FROM THAT AFFORDED BY OTHER POLICIES. PLEASE READ THE ENTIRE POLICY CAREFULLY.

ITEM 1. **INSURED** - NAME AND PRINCIPAL ADDRESS:
Lions Gate Entertainment Corporation
2700 Colorado Ave., 2nd Floor
Santa Monica, CA 90404

ITEM 2. **POLICY PERIOD**:
(a) Inception Date: May 30, 2006
(b) Expiration Date: May 30, 2007
at 12:01 a.m. both dates at the Principal Address in ITEM 1.

ITEM 3. **LIMIT OF LIABILITY** (Inclusive of **Defense Expenses**):
(a) $10,000,000.00 maximum limit of liability for each **Claim**.
(b) $10,000,000.00 maximum aggregate limit of liability for all **Claims**.

ITEM 4. **RETENTIONS**:
(a) $100,000.00 each and every **Claim**.

ITEM 5. **COVERED MEDIA**:
See QLIONSGTENT2

ITEM 6. **PREMIUM**:
$620,784.00 Premium.
Due 45 days from the end of the month in which the premium is effective

ITEM 7. **NOTICE REQUIRED TO BE GIVEN TO THE UNDERWRITER MUST BE ADDRESSED TO**:
Vice President of Claims
Executive Risk Management Associates
P. O. Box 2002
Simsbury, CT. 06070

ITEM 8. **POLICY FORM EDITION AND ENDORSEMENTS ATTACHED AT ISSUANCE**:

C25950 (10/98 ed.)		
C28077 (12/98 ed.)	D31569 (12/01 ed.)	D34198 (11/05 ed.)
D27011 (7/98 ed.)	D32588 (11/04 ed.)	D34198 (11/05 ed.)
D27368 (5/99 ed.)	D32606 (7/02 ed.)	D34198 (11/05 ed.)
D28687 (5/99 ed.)	D32739 (9/02 ed.)	QLIONSGTENT (7/04 ed.)
D29587 (8/99 ed.)	D33522 (4/04 ed.)	QLIONSGTENT2 (7/05 ed.)
D30522 (3/00 ed.)	D34198 (11/05 ed.)	

These Declarations, the completed signed Application and the Policy with Endorsements shall constitute the contract between the Underwriter and the Insureds.

EXECUTIVE RISK INDEMNITY INC. by (Authorized Company Representative): Robert Hamburger

Multimedia Liability

Insurance Policy

Executive Risk Indemnity Inc.
Home Office:
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

Administrative Offices/Mailing Address:
82 Hopmeadow Street
Simsbury, Connecticut 06070-7683
Phone: 860.408.2000
Fax: 860.408.2002
Email: cber-info@chubb.com

editions of, supplements to, or on-line versions of such media. **Covered Media** also includes publications, programs, broadcast or cable stations, or other communications created or acquired by the **Company** or any **Subsidiary** after the Inception Date in ITEM 2(a) of the Declarations, but only with respect to **Media Activities** occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for **Media Activities** occurring after such ninety (90) day period unless the Underwriter and the Company have agreed to such coverage upon such terms, conditions, and limitations of coverage and such additional premium as the Underwriter may require.

(E) "**Defense Expenses**" means reasonable legal fees and expenses incurred in the investigation, defense or appeal of any **Claim**, including the costs of appeal, attachment or similar bonds, provided that the Underwriter shall have no obligation to furnish any bond. **Defense Expenses** do not include any remuneration, salaries, wages, tips, expenses, overhead, or benefits expenses of any **Insured**, except with the prior written consent of the Underwriter.

(F) "**First Inception Date**" means the Inception Date of the first Multimedia Liability Policy issued to the **Company** by the Underwriter or an affiliate of the Underwriter and continuously renewed thereafter.

(G) "**Insured**" means:

(1) the **Company** and any **Subsidiary**;

(2) any person who was, is or becomes a director, an officer, an employee, or a partner of the **Company** or any **Subsidiary**, but only with respect to **Claims** arising out of acts, errors or omissions within the scope of the duties of such director, officer, employee or partner; in the event of the death, incapacity or bankruptcy of an **Insured** described in this DEFINITION (G)(2), any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured** will be deemed to be a **Claim** against such **Insured**; or

(3) any agent or independent contractor of the **Company** or any **Subsidiary**, including but not limited to stringers, freelancers and photographers, but only with respect to **Claims** arising out of **Media Activities** done for or at the direction of the **Company** or any **Subsidiary**, and only if and to the extent that the **Company** or any **Subsidiary**, after evaluating the merits of the **Claim**, has agreed in writing to include such agent or independent contractor as an **Insured** under this Policy.

(c) false arrest, detention or imprisonment;

(d) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or

(e) copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or

(2) the publication, dissemination or release of **Matter** in the **Covered Media**, by any form, method or medium of communication, including but not limited to any actual or alleged:

(a) libel, slander or any other form of defamation or harm to the character or reputation of any person or entity;

(b) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;

(c) outrage, infliction of emotional distress or prima facie tort;

(d) product disparagement, trade libel, dilution or infringement of title, slogan, trademark, trade name, service mark, or service name;

(e) copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or

(f) negligence in connection with the content of **Matter**, including but not limited to any **Claim** alleging harm to a person or entity who acted or failed to act in reliance upon such **Matter**; or

(3) the publication, dissemination or release of **Matter** by any party with whom the **Insured** has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding **Claims** arising out of the publication, dissemination or release of such **Matter**.

(K) "**Policy Period**" means the period from the Inception Date to the Expiration Date stated in ITEM 2 of the Declarations or to any earlier cancelation date.

(L) "**Related Claims**" means all **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related (logically or causally) facts, circumstances, situations, transactions, events, or **Media Activities**, or the same or related (logically or causally) series of facts, circumstances, situations, transactions, events, or **Media Activities**.

(B) The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims** based on or directly or indirectly arising out of or resulting from:

(1) any actual, alleged or threatened exposure to or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;

(2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request;

(3) any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisers Act of 1940, any similar state "blue sky" statute, any rule or regulation promulgated under any of the foregoing, or any amendment to any of the foregoing or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities;

(4) any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;

(5) any actual or alleged price fixing, restraint of trade or monopolization, or any actual or alleged violation of:

(a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any other federal or state statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade activities; or

(b) any rules or regulations promulgated under or in connection with the statutes described in clause (a) above;

(6) any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus; or

(7) any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any

As a condition precedent to any right to payment or coverage under this Policy, the **Insured** must give written notice to the Underwriter at the address set forth in ITEM 7 of the Declarations of any **Claim**, with full details thereof, as soon as practicable after such **Claim** is first made.

(C) **Defense of Claims:**

(1) With respect to each **Claim** for which coverage is afforded under this Policy, the **Insured** shall have the option to defend such **Claim** itself or to assign the duty to defend such **Claim** to the Underwriter.

(2) Unless the **Insured** notifies the Underwriter of its election to assign the duty to defend a **Claim** to the Underwriter pursuant to CONDITION (C)(3) below, the **Insured** shall have the duty to defend such **Claim**. The **Insured** may retain counsel from the list of Panel Counsel supplied by the Underwriter, or may retain qualified counsel of its own choosing with the Underwriter's prior consent, such consent not to be unreasonably withheld. The Underwriter will, upon written request, pay on a current basis **Defense Expenses** for which this Policy provides coverage.

(3) The **Insured** may elect to assign the duty to defend any **Claim** to the Underwriter by so notifying the Underwriter in writing. Such notice must be received by the Underwriter within a reasonable time after such **Claim** is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the **Insured**. Upon receiving such notification, the Underwriter shall have the duty to defend such **Claim** as part of and subject to the applicable Limit of Liability stated in ITEM 3 of the Declarations.

(4) Except for **Defense Expenses** paid on a current basis pursuant to CONDITIONS (C)(2) and (C)(3) above, the Underwriter will pay **Loss** only upon the final disposition of a **Claim**.

(D) **Retraction Demands and Settlement of Claims:**

(1) The **Insured** shall retain sole discretion regarding whether and under what circumstances to issue a retraction of **Matter** previously communicated, distributed or released by the **Insured**.

(2) No **Insured** may admit any liability for, make any settlement offer with respect to, or settle any **Claim** in excess of the applicable retention without the Underwriter's written consent.

(5) The Underwriter shall not be obligated to pay any **Loss** (including **Defense Expenses**), or to defend or continue to defend any **Claim** after the applicable limit of liability has been exhausted.

(F) **Other Insurance:**

All **Loss** payable under this Policy will be specifically excess of and will not contribute with other valid insurance (whether collectible or not), including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy. This Policy will not be subject to the terms of any other insurance.

(G) **Cooperation and Subrogation:**

(1) Except as specifically provided in CONDITION (H) below, in the event of a **Claim**, the **Insured** will provide the Underwriter with all information, assistance and cooperation as the Underwriter may reasonably request. The **Insured** shall, upon the Underwriter's request, attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses.

(2) Except as specifically provided in CONDITION (H) below, the **Insured** will do nothing that may prejudice the defense of a **Claim** or the Underwriter's position or potential or actual rights of recovery in connection with a **Claim**.

(3) In the event of payment under this Policy, the Underwriter shall be subrogated to, and entitled to an assignment of, all of the rights of recovery therefor of the **Insured**. The **Insured** shall execute all papers and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Underwriter effectively to pursue and enforce such rights and to bring suit in the name of the **Insured**.

(H) **Confidential Sources and Other Matter:**

The **Insured's** rights under this Policy shall not be prejudiced by the **Insured's** refusal to reveal the identity of a confidential source or to produce reporter's notes or any other documents or information obtained by the **Insured** in the course of the **Insured's Media Activities** with respect to which the **Insured** has asserted a claim of reporter's privilege or other applicable First Amendment, statutory or common-law privilege relating to the protection of newsgathering activities.

(K) **Entire Agreement:**

The **Insured** agrees that this Policy, including any endorsements and the **Application** attached to and forming part of this Policy, and including any materials submitted in connection with such **Application**, which are on file with the Underwriter and are a part of this Policy, as if physically attached, constitutes the entire agreement existing between the **Insured** and the Underwriter or any of its agents relating to this insurance.

(L) **Representations:**

The **Insured** represents that the particulars and statements contained in the **Application** and all materials submitted in connection therewith are true, accurate and complete, and agrees that this Policy is issued in reliance on the truth of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk. No knowledge or information possessed by any **Insured** will be imputed to any other **Insured** except for material facts or information known to the person or persons who signed the **Application**. In the event that any of the particulars or statements in the **Application** are untrue, this Policy will be void with respect to any **Insured** who knew of such untruth or to whom such knowledge is imputed.

(M) **No Action against Underwriter; Bankruptcy of Insured:**

(1) No action shall be taken against the Underwriter unless, as conditions precedent thereto, there shall have been full compliance with all of the terms of this Policy and the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after adjudicatory proceedings or by written agreement of the **Insured**, the claimant and the Underwriter.

(2) No person or entity shall have any right under this Policy to join the Underwriter as a party to any **Claim** against the **Insured** to determine the liability of the **Insured**, nor shall the Underwriter be impleaded by the **Insured** or the **Insured's** legal representative in any such **Claim**.

(3) Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Underwriter of any of its obligations hereunder.

(N) **Authorization and Notices:**

The **Company** shall be the sole agent and shall act on behalf of all **Insureds** with respect to all matters under this Policy, including but not limited to giving and

ENDORSEMENT NO. 1
CALIFORNIA STATE AMENDATORY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The Underwriter may non-renew this Policy by mailing or delivering notice of non-renewal to the Company and to the agent of record, if any, at the mailing address shown on this Policy at least sixty (60), but not more than one hundred twenty (120), days before the Expiration Date set forth in Item 2(b) of the Declarations.

(2) The Underwriter may condition renewal of this Policy upon a reduction in limits, elimination of coverages, increase in deductibles or increase by 25% or more of the rate upon which the premium is based, by mailing or delivering notice of such renewal change(s) to the Company and to the agent of record, if any, at the mailing address shown on this Policy at least sixty (60), but not more than one hundred twenty (120), days before the Expiration Date set forth in Item 2(b) of the Declarations.

(3) If, in connection with any non-renewal or renewal conditioned upon renewal change(s) as described in paragraphs (1) and (2) above, the Underwriter does not mail or deliver notice thereof at least sixty (60) days before the Expiration Date set forth in Item 2(b) of the Declarations, the coverage afforded under this Policy shall continue in force with no change in its terms, conditions and limitations for sixty (60) days after the Underwriter mails or delivers such notice.

(4) Nothing in this Amendatory Endorsement is intended, nor shall it be construed, to vary, alter or amend any of the terms, conditions or limitations of this Policy except as stated above.

This Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 2
SEPARATE RETENTION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged, solely with respect to Claims against or in any way involving CinemaNow, Inc., ITEM 4 of the Declarations is amended to read in its entirety as follows:

"ITEM 4. RETENTIONS:

100,000.00 each and every Claim."

With respect to all other Claims under the Policy, ITEM 4 of the Declarations shall remain unchanged.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 3
CLAIMS MADE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The following statement: "DEFENSE EXPENSES ARE INCLUDED IN THE LIMITS OF LIABILITY UNDER THIS POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY,"

which appears at the top of page (1) of the Policy is deleted and replaced with the following statement:

"THIS IS A CLAIMS MADE POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY."

(2) Section I Insuring Agreement of the Policy is amended to read in its entirety as follows:

"I. Insuring Agreement

The Underwriter will pay on behalf of the Insured Loss as a result of any Claim first made against the Insured during the Policy Period arising out of the Insured's Media Activities, provided that the Media Activities giving rise to the Claim occurred on or after 4/30/1999 for Lions Gate; 6/25/1986 for Artisan Entertainment."

(3) The term "Claim," as defined in Section II Definitions (B) of the Policy, is amended to read in its entirety as follows:

"(B) 'Claim' means:

(1) any written demand received by an Insured for the retraction of Matter published, disseminated or released by an Insured;

(2) any written notice received by an Insured that it is the intention of any person or entity to hold the Insured responsible for monetary damages or injunctive relief;

(3) any judicial, administrative or other proceeding against an Insured; or

(4) any written request received by an Insured to toll or waive a statute of limitations relating to a potential Claim against an Insured.

A Claim will be deemed to have been first made when such Claim is commenced as set forth above and an Insured receives notice of such commencement, or when the Underwriter first receives notice under Condition (B)(2), of Media Activities out of which such Claim subsequently arises, whichever first occurs."

(4) Section IV Conditions (B) of the Policy is amended to read in its entirety as follows:

"(B) Notice of Claims:

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 4
MULTIMEDIA OMNIBUS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No. 8169-3829
Issued to Lions Gate Entertainment Corporation
Issued by Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The term "Application," as defined in Section II Definitions (A) of the Policy, is amended to read in its entirety as follows:

"(A) 'Application' means the application attached to and forming part of this Policy, including any materials submitted and statements made in connection with such application, all of which are on file with the Underwriter and are part of this Policy, as if physically attached."

(2) Section III Exclusions (B)(6) of the Policy is amended to read in its entirety as follows:

"(6) any unauthorized access to, alteration of, failure of or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus; or"

(3) Section IV Conditions (D)(2) of the Policy is amended to read in its entirety as follows:

"(2) No insured may admit any liability for, make any settlement offer with respect to, or settle any Claim in excess of the applicable retention without the Underwriter's prior written consent, such consent not to be unreasonably withheld."

(4) Section IV Conditions (K) of the Policy is amended to read in its entirety as follows:

"(K) Entire Agreement:

The Insured agrees that this Policy, including any endorsements and the Application, constitutes the entire agreement existing between the Insured and the Underwriter or any of its agents relating to this insurance."

(5) Section IV Conditions (L) of the Policy is amended to read in its entirety as follows:

"(L) Representations:

The Insured represents that the particulars and statements contained in the Application are true, accurate and complete and agrees that this Policy is issued in reliance on the truth of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk. No knowledge or information possessed by any Insured will be imputed to any other Insured except for material facts or information known to the person or persons who signed the Application. In the event that any of the particulars or statements in the Application are untrue, this Policy will be void with respect to any Insured who knew of such untruth or to whom such knowledge is imputed."

ENDORSEMENT NO. 5
ADDITIONAL INSURED ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged, the term "Insured, " as defined in Section II Definitions of the Policy, is amended to include the persons and/or entities scheduled below (each an "Additional insured"), but only with respect to Claims arising out of content provided by Lions Gate Entertainment Corp.:

Christal Films

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 6
ROYALTIES EXCLUSION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) This insurance shall not apply to any Claim by any writer, composer, lyricist, performer, artist or other person or organization (or their heirs or assigns) under contract with an Insured or with an agent of the Insured, seeking against an Insured an accounting or recovery of profits, royalties, fees or other amounts alleged to be due, or any Claim by any such person or organization against an Insured alleging excessive or unwarranted fees, compensation, or other charges of any kind made by an Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 7
SAFETY'NET INTERNET LIABILITY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The term "Media Activities," as defined in Section II Definitions (J) of the Policy, is amended to include "Internet Activities."

(2) Section II Definitions of the Policy is amended to include the following:

"Internet Activities" means:

(i) the display or other use of Matter on an internet site listed below; or

(ii) transmission of Matter via an internet site listed below:

Internet Sites
All web sites owned or operated by the Insured.

(3) Solely for the purposes of the coverage provided by this endorsement, "Product" means any tangible property offered for sale or otherwise distributed by or through any Insured. Product does not include Matter disseminated over any internet site listed in paragraph (2) of this endorsement.

(4) Solely for the purposes of the coverage provided by this endorsement, Section III Exclusions (B)(6) and (B)(7) of the Policy are deleted.

(5) No coverage will be available under this endorsement for any Claim based on or directly or indirectly arising out of or resulting from:

(a) any actual or alleged (i) wrong description of the price or authenticity of any Product; (ii) failure of any Product to conform with advertised quality or performance, or otherwise to satisfy any standard of quality or performance; or (iii) sale or offer for sale of any Product that actually or allegedly infringes upon any name, design, logo or other Matter; or

(b) any actual or alleged act or omission in connection with any contest, lottery, promotional game or other game of chance.

(6) No coverage will be available under this endorsement for any Claim brought by any federal, state, or local administrative or regulatory body alleging the violation of any federal, state or local laws or regulations by an Insured, including but not limited to any actual or alleged unfair or deceptive trade practices.

ENDORSEMENT NO. 8
INFORMATION DISTRIBUTION LAWS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged, no coverage will be available under this Policy for **Loss**, including **Defense Expenses**, for any **Claim** based on or directly or indirectly arising out of or resulting from any actual or alleged violation of:

(a) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof;

(b) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or

(c) any other law, ordinance, regulation or statute relating to any unsolicited communication, distribution, publication, sending or transmitting of **Matter** via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 9
AON/RUBEN E&O ENTERTAINMENT ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The term "**Subsidiary**" as defined in Section II Definitions (N) of the Policy is amended to read in its entirety as follows:

(N) "**Subsidiary**" means:

(1) any entity created or acquired on or before the Inception Date in Item 2(a) of the Declarations, including partnerships and joint ventures, during any time in which the **Company**, either directly or through one or more **Subsidiaries**, exercises management control over the **Media Activities** of such entity; or

(2) any entity created or acquired after the Inception Date in Item 2(a) of the Declarations, including partnerships and joint ventures, during any time in which the **Company** either directly or through one or more **Subsidiaries**, exercises management control over the **Media Activities** of such entity; provided that:

(a) the annual gross revenues of such entity at the time of such creation or acquisition do not exceed fifteen percent (15%) of the gross annual revenues of the **Company** as stated in the **Application**; or

(b) the annual gross revenues of such entity at the time of such creation or acquisition exceed fifteen percent (15%) of the gross annual revenues of the **Company** as stated in the **Application**, but only with respect to **Media Activities** occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for **Media Activities** occurring after such ninety (90) day period unless the Underwriter has agreed to provide such coverage upon such terms, conditions and limitations of coverage and such additional premium, as it may require.

(2) The term "**Insured**," as defined in Section II Definitions (G) of the Policy, is amended to include loan-out companies, and their officers and employees while acting within the scope of their employment, but only with respect to **Claims** arising out of work done by such loan-out companies for the **Insured** on the **Covered Media**.

(3) Section II Definitions (H)(2) of the Policy is amended to read in its entirety as follows:

(2) the multiplied portion of any multiplied damages award, provided, however, that this subparagraph (2) shall not apply to punitive damages;

Insured after adjudicatory proceedings or by written agreement of the **Insured**, the claimant and the Underwriter.

(10) It is understood and agreed that if any term or condition contained in this Policy is contrary to any specific statutory provision applicable thereto, such statutory provision shall supercede and govern such term or condition. It is further understood and agreed that, notwithstanding the foregoing, in the event that the term or provision in this Policy is more favorable to the **Insured** than the specific statutory provision, then, to the extent permitted by law, this Policy shall prevail.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 10
AMEND ITEM 5 OF THE DECLARATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged, Item 5 of the Declarations is amended to include the following:

ITEM 5. COVERED MEDIA

QLIONSGTENT2

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 11
COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the coverage provided by this insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: May 30, 2006

Executive Risk Indemnity Inc.

Endorsement/Rider No. 12

To be attached to and
form a part of Policy No. 8169-3829

Issued to: Lions Gate Entertainment Corporation

DISTRIBUTORS ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II Definitions (G) of the Policy is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out of **Matter** provided to the Additional Insured by the **Company** or any **Subsidiary**:

   Additional Insured

   Fox Entertainment Group, Inc., FX Networks, LLC., Twentieth Century Fox Film Corporation, News America, Inc., Fox Broadcasting Co., their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees.

   Fox Cable Network Services, LLC
   P.O. Box 900
   Beverly Hills, CA 90213-0900
   but only with respect to **Claims** arising out of the production entitled The Production Entitled, "Confidence".

2. Solely as respects the coverage afforded by this endorsement, this policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.

3. The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims**:

   a) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured; or

   b) by the Additional Insured against any other **Insured**

4. The Underwriter will mark its records to indicate that the Additional Insured is to be notified promptly concerning the cancellation, termination or substantial modification of this Policy and will use its best efforts to so notify the Additional Insured but failure to so notify shall not impair or delay the effectiveness of any such cancellation, termination or modification.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: May 30, 2006

Executive Risk Indemnity Inc.

Endorsement/Rider No. 13

To be attached to and
form a part of Policy No. 8169-3829

Issued to: Lions Gate Entertainment Corporation

DISTRIBUTORS ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II Definitions (G) of the Policy is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out of **Matter** provided to the Additional Insured by the **Company** or any **Subsidiary**:

   Additional Insured

   Black Entertainment Television, Inc. its parent, subsidiary and affiliated companies, successors, licensees and assigns and the respective officers, directors, agents and employees of any and all of the foregoing. but only with respect to **Claims** arising out of the production entitled The Production Entitled, "Hot Boyz".

2. Solely as respects the coverage afforded by this endorsement, this policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.

3. The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims**:

   a) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured; or

   b) by the Additional Insured against any other **Insured**

4. The Underwriter will mark its records to indicate that the Additional Insured is to be notified promptly concerning the cancellation, termination or substantial modification of this Policy and will use its best efforts to so notify the Additional Insured but failure to so notify shall not impair or delay the effectiveness of any such cancellation, termination or modification.

5. If more than one **Insured** is involved in a **Claim** it shall not be unreasonable for the Underwriter to withhold its consent to the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: May 30, 2006

Executive Risk Indemnity Inc.

Endorsement/Rider No. 14

To be attached to and
form a part of Policy No. 8169-3829

Issued to: Lions Gate Entertainment Corporation

DISTRIBUTORS ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II Definitions (G) of the Policy is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out of **Matter** provided to the Additional Insured by the **Company** or any **Subsidiary**:

   Additional Insured

   Black Entertainment Television, Inc.
   One BET Plaza, 12335 W Street, N.E.
   Washington, DC 20018-1 211
   but only with respect to **Claims** arising out of the production entitled The Production Entitled, "State Property".

2. Solely as respects the coverage afforded by this endorsement, this policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.

3. The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims**:

   a) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured; or

   b) by the Additional Insured against any other **Insured**

4. The Underwriter will mark its records to indicate that the Additional Insured is to be notified promptly concerning the cancellation, termination or substantial modification of this Policy and will use its best efforts to so notify the Additional Insured but failure to so notify shall not impair or delay the effectiveness of any such cancellation, termination or modification.

5. If more than one **Insured** is involved in a **Claim** it shall not be unreasonable for the Underwriter to withhold its consent to the representation by separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: May 30, 2006

Executive Risk Indemnity Inc.

Endorsement/Rider No. 15

To be attached to and
form a part of Policy No. 8169-3829

Issued to: Lions Gate Entertainment Corporation

DISTRIBUTORS ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. The term **Insured**, as defined in Section II Definitions (G) of the Policy is amended to include the persons and/or entities scheduled below ("Additional Insureds"), but only with respect to **Claims** arising out of **Matter** provided to the Additional Insured by the **Company** or any **Subsidiary**:

   Additional Insured

   Turner Networks Entertainment, Inc., its parent and affiliated companies, its and their licensees, successors and assigns, and each of its and their officers, agents and employees.

   Turner Networks Entertainment, Inc.
   1050 Techwood Drive, N.W.
   Atlanta, GA 30318
   but only with respect to **Claims** arising out of the production entitled The Production Entitled, "Ultimate Avengers".

2. Solely as respects the coverage afforded by this endorsement, this policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the Additional Insured.

3. The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims**:

   a) for or arising from any **Matter** created or furnished by the Additional Insured or any **Claim** which includes allegations of independent or direct liability on the part of the Additional Insured; or

   b) by the Additional Insured against any other **Insured**

4. The Underwriter will mark its records to indicate that the Additional Insured is to be notified promptly concerning the cancellation, termination or substantial modification of this Policy and will use its best efforts to so notify the Additional Insured but failure to so notify shall not impair or delay the effectiveness of any such cancellation, termination or modification.

ENDORSEMENT NO. 16
SEPARATE LIMIT ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on 4/30/2003, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of an additional premium charged, it is agreed that:

(1) The term "**Insured**" is amended to include HBO ("Co-Defendant"), solely with respect to **Claims** against HBO which are (a) for **Media Activities** of the **Insured** occurring during the **Policy Period**; and (2) based on or directly or indirectly arising out of or resulting from content provided to HBO by the **Insured**; provided that such **Claim** is also made and continuously maintained against at least one **Insured**, exclusive of such Co-Defendant.

(2) Solely with respect to the coverage provided to HBO pursuant to paragraph (1) of this endorsement:

(a) The Underwriter's maximum limit of liability for **Loss**, including **Defense Expenses**, resulting from each **Claim** shall be$5,000,000.00, which amount shall be part of, and not in addition to, the amount set forth in paragraph (b) below;

(b) The Underwriter's maximum aggregate limit of liability for **Loss**, including **Defense Expenses**, resulting from all **Claims** shall be $5,000.000.00, which amount shall be in addition to, and not included within, the maximum aggregate Limit of Liability set forth in Item 3 of the Declarations which is applicable to all other **Loss** from all other **Claims** for which this Policy provides coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

ENDORSEMENT NO. 17

LION'S GATE ENTERTAINMENT ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 30, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged:

(1) The term "**Covered Media**", as defined in Section II Definitions (D), is amended to read in its entirety as follows:

Covered Media means:

(A) All motion picture productions, television productions, theatrical productions and other entertainment productions in the **Insured's Library** as of the Inception Date of this Policy as set forth in Item 3 of the Declarations;

(B) All motion picture productions, television productions, theatrical productions and other entertainment productions added to the **Insured's Library** during the **Policy Period**; provided, however, that such productions will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;

(C) All **Acquired Productions,** provided, however, that such **Acquired Production** will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;

(D) All **Acquired Distribution Rights**; provided, however, that such **Acquired Distribution Rights** will be included in the **Covered Media** only if the **Insured** (a) obtains written and enforceable indemnification and hold harmless agreements from the provider(s) of such productions covering claims arising out of such productions and (b) where practicable, obtains proof of Errors and Omissions Insurance covering such productions;

(E) All advertising materials created or disseminated by the Insured to publicize or promote any of the foregoing **Covered Media**;

(F) All **Original Productions** during the **Development Phase** only; and

(G) All **Original Productions** that are not in the **Development Phase**, but only excess of a minimum primary policy which provides coverage for such productions with a limit of liability of $1 million each occurrence and $3 million in the aggregate (the "**Primary Policy**".)

(2) The Underwriter will not pay **Loss**, including **Defense Expenses**, for **Claims** based upon, arising from or in consequence of **Original Productions** that are not in the **Development**

Chubb & Son, div. of Federal Insurance Company
as manager of the member insurers of the
Chubb Group of Insurance Companies

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, this policy makes available to you insurance for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: $ **-0-.**

If you have any questions about this notice, please contact your agent or broker.

Notice of Loss Control Services

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Errors and Omissions Liability Loss Prevention Services

- ***What is E&O Liability Insurance* Booklet**
  What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call **1.866.282.9001,** order 14-01-0157, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

ENDORSEMENT NO. 16
ADDITIONAL INSURED ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on May 16, 2006, forms part of

Policy No.	8169-3829
Issued to	Lions Gate Entertainment Corporation
Issued by	Executive Risk Indemnity Inc.

In consideration of the premium charged, the term "Insured, " as defined in Section II Definitions of the Policy, is amended to include the persons and/or entities scheduled below (each an "Additional insured"), but only with respect to Claims arising out of the license agreement between CinemaNow and Buena Vista Home Entertainmen/Disney:

Buena Vista Home Entertainment, Inc., its parent, and related and affiliated companies

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative